

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TENNESSEE  
AT KNOXVILLE

STATE OF TENNESSEE, ex rel. JONATHAN  
SKRMETTI, ATTORNEY GENERAL and  
REPORTER,

*and*

COMMONWEALTH OF KENTUCKY, *ex rel.*  
RUSSELL COLEMAN, ATTORNEY  
GENERAL,

Plaintiffs,

vs.

IDEAL HORIZON BENEFITS, LLC d/b/a  
SOLAR TITAN USA, *a Tennessee Limited  
Liability Company,*

CRAIG KELLEY, RICHARD ATNIP, and  
SARAH KIRKLAND, *individually and as officers  
of Solar Titan USA,*

*and*

SOLAR MOSAIC, LLC d/b/a MOSAIC, *a  
California Limited Liability Company,*

Defendants.

*and*

SOLAR TITAN CHARTERS, LLC d/b/a TITAN  
CHARTERS, *a Florida Limited Liability Company,*

Relief Defendant.

JURY TRIAL DEMANDED

3:23-CV-00046-DCLC-JEM

DEFENDANT SOLAR MOSAIC LLC'S ANSWER TO PLAINTIFFS' SECOND  
AMENDED CIVIL ENFORCEMENT COMPLAINT FOR TEMPORARY  
RESTRAINING ORDER, PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF,

**RECEIVERSHIP,  
AND OTHER EQUITABLE AND STATUTORY RELIEF**

1. In response to paragraph 1 of the Second Amended Complaint (“SAC”), Mosaic admits that Plaintiffs, State of Tennessee, by and through Jonathan Skrmetti, its Attorney General and Reporter (“Tennessee”), and the Commonwealth of Kentucky, by and through, its Attorney General (“Kentucky”) (collectively, “Plaintiffs”), bring this action. Except as expressly admitted, Mosaic denies, generally and specifically, each and every allegation contained therein.

2. In response to paragraph 2 of the SAC, Mosaic states that these are legal assertions or conclusions which are not subject to admission or denial. Mosaic denies Plaintiffs are entitled to the relief sought.

3. In response to paragraph 3 of the SAC, Mosaic states that these are legal assertions or conclusions which are not subject to admission or denial. Mosaic denies Plaintiffs are entitled to the relief sought.

4. In response to paragraph 4 of the SAC, Mosaic states that these are legal assertions or conclusions which are not subject to admission or denial. Mosaic denies Plaintiffs are entitled to the relief sought.

5. In response to paragraph 5 of the SAC, Mosaic states that the allegations do not relate to Mosaic and no response is required. In addition, the allegations contained in paragraph 5 state a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph for lack of knowledge or information.

6. In response to paragraph 6 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

7. In response to paragraph 7 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies the allegations of paragraph 7.

8. In response to paragraph 8 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies the allegations of paragraph 8.

9. In response to paragraph 9 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies the allegations of paragraph 9.

10. The allegations contained in paragraph 10 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

11. The allegations contained in paragraph 11 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

12. The allegations contained in paragraph 12 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

13. In response to paragraph 13 of the SAC, Mosaic admits that it loaned money to some Solar Titan customers and that Solar Titan, as an independent contractor, was able to

facilitate allowing Solar Titan customers to have the option of applying for a loan. Except as admitted, Mosaic denies, generally and specifically, the remaining allegations of paragraph 13.

14. Mosaic denies the allegations of paragraph 14.

15. Mosaic admits that the image is an excerpt of writing from a prior version of Mosaic's website, the content of which speaks for itself. Except as admitted, Mosaic denies the allegations of paragraph 15.

16. Mosaic denies the allegations of paragraph 16.

17. Mosaic denies that it routinely ignored cancellations requests made within the time period for a consumer's statutory right to rescind. Mosaic is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 17 and, on that basis, denies the remaining allegations of paragraph 17.

18. The allegations contained in paragraph 18 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

19. In response to the allegations in paragraph 19, Mosaic states that this is a legal conclusion to which no response is required. To the extent a response is required, Mosaic denies, generally and specifically, the allegations of this paragraph.

20. In response to the allegations in paragraph 20, Mosaic states that this is a legal conclusion to which no response is required. To the extent a response is required, Mosaic denies, generally and specifically, the allegations of this paragraph.

21. In response to the allegations in paragraph 21, Mosaic states that this is a legal conclusion to which no response is required. To the extent a response is required, Mosaic denies, generally and specifically, the allegations of this paragraph.

22. In response to the allegations in paragraph 22, Mosaic states that this is a legal conclusion to which no response is required. To the extent a response is required, Mosaic denies, generally and specifically, the allegations of this paragraph.

23. In response to the allegations in paragraph 23, Mosaic states that this is a legal conclusion to which no response is required. To the extent a response is required, Mosaic denies, generally and specifically, the allegations of this paragraph.

24. The allegations contained in paragraph 24 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

25. The allegations contained in paragraph 25 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

26. The allegations contained in paragraph 26 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

27. The allegations contained in paragraph 27 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

28. The allegations contained in paragraph 28 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

29. The allegations contained in paragraph 29 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

30. The allegations contained in paragraph 30 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

31. The allegations contained in paragraph 31 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

32. The allegations contained in paragraph 32 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

33. The allegations contained in paragraph 33 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

34. The allegations contained in paragraph 34 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

35. The allegations contained in paragraph 35 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

36. In response to the last sentence of paragraph 36, Mosaic states that this is a legal conclusion which is not subject to admission or denial. The remaining allegations contained in

paragraph 36 do not relate to Mosaic and no response is required. To the extent a further response is required, the remaining allegations are denied for lack of knowledge or information.

37. Mosaic admits it is a limited liability company organized under the laws of the state of Delaware.

38. Mosaic admits that it provides consumers with financing for residential home improvement projects. Mosaic further admits that it has entered into agreements with residential solar system installers pursuant to which such installers can offer their customers the option to apply for credit through Mosaic to finance the purchase of their solar systems. Except as stated, Mosaic denies the allegations of paragraph 38.

39. Mosaic admits it primarily operates out of Oakland, California. Its Principal Office Address is 601 12th Street, Suite 325, Oakland, CA 94607.

40. Mosaic admits its registered agent is CT Corporation System. Service upon the Registered Agent can be effectuated at 28 Liberty Street, New York, New York 10005.

41. The allegations contained in paragraph 41 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

42. The allegations contained in paragraph 42 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

43. The allegations contained in paragraph 43 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

44. The allegations contained in paragraph 44 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

45. The allegations contained in paragraph 45 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

46. The allegations contained in paragraph 46 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

47. The allegations contained in paragraph 47 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

48. The allegations contained in paragraph 48 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

49. The allegations contained in paragraph 49 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

50. The allegations contained in paragraph 50 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

51. Mosaic denies the allegations of paragraph 51.



52. The allegations contained in paragraph 52 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

53. The allegations contained in paragraph 53 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

54. The allegations contained in paragraph 54 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

55. The allegations contained in paragraph 55 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

56. The allegations contained in paragraph 56 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

57. The allegations contained in paragraph 57 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

58. The allegations contained in paragraph 58 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

59. The allegations contained in paragraph 59 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

60. Mosaic denies the allegations of paragraph 60.

61. The allegations contained in paragraph 61 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

62. The allegations contained in paragraph 62 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

63. The allegations contained in paragraph 63 do not relate to Mosaic and no response is required. To the extent a further response is required, the remaining allegations are denied for lack of knowledge or information.

64. Mosaic denies that it failed to honor any timely borrower cancellation. The remaining allegations contained in paragraph 64 do not relate to Mosaic and no response is required. To the extent a further response is required, the remaining allegations are denied for lack of knowledge or information.

65. Mosaic denies the allegations of paragraph 65.

66. The allegations contained in paragraph 66 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

67. The allegations contained in paragraph 67 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

68. The allegations contained in paragraph 68 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

69. The allegations contained in paragraph 69 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

70. The allegations contained in paragraph 70 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

71. Mosaic admits that it terminated its agreement with Solar Titan in approximately October, 2022. Except as stated, Mosaic denies the allegations of this paragraph.

72. In response to paragraph 72, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

73. Mosaic denies the allegations of paragraph 73.

74. Mosaic denies the allegations of paragraph 74.

75. In response to paragraph 75, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

76. Mosaic denies the allegations of paragraph 76.

77. Mosaic denies the allegations of paragraph 77.

78. In response to paragraph 78, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

79. Mosaic denies the allegations of paragraph 79.

80. Mosaic denies the allegations of paragraph 80.

81. The allegations contained in paragraph 81 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

82. In response to paragraph 82, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

83. The allegations contained in paragraph 83 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

84. The allegations contained in paragraph 84 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

85. The allegations contained in paragraph 85 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

86. The allegations contained in paragraph 86 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

87. The allegations contained in paragraph 87 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

88. The allegations contained in paragraph 88 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

89. The allegations contained in paragraph 89 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

90. The allegations contained in paragraph 90 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

91. The allegations contained in paragraph 91 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

92. The allegations contained in paragraph 92 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

93. The allegations contained in paragraph 93 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

94. The allegations contained in paragraph 94 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

95. The allegations contained in paragraph 95 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

96. The allegations contained in paragraph 96 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

97. The allegations contained in paragraph 97 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

98. The allegations contained in paragraph 98 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

99. The allegations contained in paragraph 99 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

100. The allegations contained in paragraph 100 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

101. The allegations contained in paragraph 101 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

102. The allegations contained in paragraph 102 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

103. The allegations contained in paragraph 103 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

104. The allegations contained in paragraph 104 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

105. The allegations contained in paragraph 105 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

106. The allegations contained in paragraph 106 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

107. The allegations contained in paragraph 107 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

108. The allegations contained in paragraph 108 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

109. The allegations contained in paragraph 109 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

110. The allegations contained in paragraph 110 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

111. The allegations contained in paragraph 111 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

112. The allegations contained in paragraph 112 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

113. The allegations contained in paragraph 113 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.



114. The allegations contained in paragraph 114 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

115. The allegations contained in paragraph 115 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

116. The allegations contained in paragraph 116 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

117. The allegations contained in paragraph 117 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

118. The allegations contained in paragraph 118 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

119. The allegations contained in paragraph 119 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

120. The allegations contained in paragraph 120 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

121. The allegations contained in paragraph 121 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

122. The allegations contained in paragraph 122 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

123. The allegations contained in paragraph 123 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

124. The allegations contained in paragraph 124 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

125. The allegations contained in paragraph 125 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

126. The allegations contained in paragraph 126 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

127. The allegations contained in paragraph 127 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

128. The allegations contained in paragraph 128 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

129. The allegations contained in paragraph 129 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

130. The allegations contained in paragraph 130 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

131. The allegations contained in paragraph 131 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

132. The allegations contained in paragraph 132 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

133. The allegations contained in paragraph 133 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

134. The allegations contained in paragraph 134 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

135. The allegations contained in paragraph 135 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

136. The allegations contained in paragraph 136 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

137. The allegations contained in paragraph 137 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

138. The allegations contained in paragraph 138 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

139. The allegations contained in paragraph 139 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

140. The allegations contained in paragraph 140 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

141. The allegations contained in paragraph 141 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

142. The allegations contained in paragraph 142 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

143. The allegations contained in paragraph 143 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

144. The allegations contained in paragraph 144 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

145. The allegations contained in paragraph 145 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

146. The allegations contained in paragraph 146 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

147. The allegations contained in paragraph 147 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

148. The allegations contained in paragraph 148 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

149. Mosaic denies the allegations of paragraph 149.

150. Mosaic admits that it entered into a contract with Solar Titan. The allegations of paragraph 150 defining “Merchant Agreement” are vague, appear to be inaccurate and call for legal conclusions or the application of law to fact. The contract is a written document, the content of which speaks for itself. Mosaic therefore denies that this paragraph and every other paragraph using the term “Merchant Agreement”, describes the contract between Mosaic and Titan correctly. Mosaic denies the remaining allegations of paragraph 150.

151. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 150 above, as though fully set forth herein. Mosaic admits that Solar Titan sales representatives were permitted to present Mosaic’s lending platform to homeowners. Except as admitted, Mosaic denies the allegations of paragraph 151.

152. Mosaic lacks knowledge or information as to when a consumer signed an agreement with Solar Titan. Mosaic admits that Solar Titan sales representatives were permitted to present Mosaic’s lending platform to homeowners. Except as admitted, Mosaic denies the allegations of paragraph 152.

153. Mosaic denies the allegations of paragraph 153.

154. Mosaic admits the allegations of paragraph 154.

155. Mosaic denies the allegations of paragraph 155.

156. Mosaic admits that documents are typically sent via email. Whether an individual borrower received paper copies of documents varied by borrower. Except as stated, Mosaic denies the allegations of paragraph 156.

157. The allegations contained in paragraph 157 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

158. The allegations contained in paragraph 158 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

159. The allegations contained in paragraph 159 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

160. The allegations contained in paragraph 160 do not relate to Mosaic and no response is required. Mosaic states that it directly communicated decisioning on loan applications to borrowers. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

161. Mosaic admits that it provides its borrowers with all required disclosures (including TILA disclosures) and a loan agreement for review and approval by the borrower in connection with each transaction. Mosaic states that the loan agreement and disclosures provided therewith provide the borrower with a description of the loan, the customer's obligations thereunder and all information required to be disclosed under applicable law. Mosaic objects to the term "Mosaic Agreement" as vague and ambiguous and states that each loan agreement and disclosures provided therewith speak for themselves. Except as so admitted, Mosaic denies the remaining allegations of this paragraph for lack of knowledge or information.

162. The allegations contained in paragraph 162 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

163. The allegations contained in paragraph 163 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

164. Mosaic denies the allegations of paragraph 164 and states that applicants are sent a link to review, complete and sign the disclosures and loan agreement documents via email. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 164.

165. Mosaic admits that it performs welcome calls with borrowers as part of the loan application process. On the welcome call, the borrower, confirms his or her identity, contact information and receives information about features of the loan and payment obligations. The borrower has the opportunity to ask questions about the loan and payment obligations on the call. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 165.

166. Mosaic denies the allegations of paragraph 166.

167. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 166 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 167.

168. Mosaic admits that it considers household income in the loan approval process. Except as so admitted, Mosaic denies the allegations of paragraph 168.

169. Mosaic admits that the allegations of paragraph 169 refer to a term, “low stip rate” within a writing, referenced in paragraph 166 of the SAC. Mosaic repeats, realleges, and



incorporates by reference its answer to paragraph 166 above, as though fully set forth herein. Except as stated, the allegations contained in paragraph 169 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

170. Mosaic denies the allegations of paragraph 170 and states that it reserves the option to review information from borrowers, including income information, in connection with loan applications. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

171. Mosaic denies the allegations of paragraph 171.

172. The allegations contained in paragraph 172 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

173. The allegations contained in paragraph 173 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

174. Mosaic denies the allegations of paragraph 174 and with respect to the “Merchant Agreement” referenced in paragraph 150 of the SAC, Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 150 above, as though fully set forth herein. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

175. Mosaic denies the allegations of paragraph 175.

176. Mosaic admits that it makes educational materials and program documents available to contractors who are authorized to present Mosaic’s lending platform to their

customers and that those documents speak for themselves. Mosaic further admits that the allegations of paragraph 176 refer to a written agreement, the “Merchant Agreement” referenced in paragraph 150 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 150 above, as though fully set forth herein. To the extent that the allegations contained in paragraph 176 do not relate to Mosaic, no response is required. Except as admitted, Mosaic denies the allegations of paragraph 176.

177. Mosaic denies the allegations of paragraph 177.

178. Mosaic denies the allegations of paragraph 178.

179. Mosaic admits that the terms of each borrower’s loan agreement speak for themselves and that the PowerSwitch Choice product allows borrowers to maintain a lower monthly payment if a voluntary prepayment is made as set forth in each loan agreement. Except as admitted, Mosaic denies the allegations of paragraph 179.

180. The first sentence of paragraph 180 does not relate to Mosaic, and no response is required. To the extent a further response is required to such allegations, the allegations are denied for lack of knowledge or information. With respect to the reference to “Mosaic Agreement” defined in paragraph 161 of the SAC, Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Mosaic admits that paragraph 180 contains a reproduction of what appears to be a portion of a Mosaic loan agreement. Except as admitted, Mosaic denies the allegations of paragraph 180.

181. Mosaic denies that it tells borrowers that they are eligible for any federal tax credit. Except as stated, Mosaic denies the allegations of paragraph 181.

182. The allegations contained in paragraph 182 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

183. Mosaic denies the allegations of paragraph 183.

184. Mosaic admits that the allegations of paragraph 184 refer to a written agreement, the “Merchant Agreement” referenced in paragraph 150 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 150 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 184.

185. Mosaic admits that it does not disburse loan proceeds directly to borrowers. The remaining allegations contained in paragraph 185 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

186. The allegations contained in paragraph 186 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

187. Mosaic denies the allegations of paragraph 187.

188. Mosaic denies the allegations of paragraph 188.

189. Mosaic denies the allegations of paragraph 189.

190. Mosaic denies the allegations of paragraph 190.

191. Mosaic denies the allegations of paragraph 191.

192. Mosaic denies the allegations of paragraph 192.

193. Mosaic denies the allegations of paragraph 193.

194. The allegations contained in paragraph 194 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

195. The allegations contained in paragraph 195 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

196. The allegations contained in paragraph 196 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

197. The allegations contained in paragraph 197 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

198. Mosaic denies the allegations of paragraph 198.

199. Mosaic denies the allegations of paragraph 199.

200. Mosaic denies the allegations of paragraph 200.

201. Mosaic denies the allegations of paragraph 201.

202. Mosaic denies the allegations of paragraph 202.

203. Mosaic denies the allegations of paragraph 203.

204. Mosaic denies the allegations of paragraph 204 and states that the loan agreements and disclosures describe the dates on which payments become due.

205. Mosaic restates and incorporates by reference its response to paragraph 204. Except as stated, Mosaic denies the allegations of paragraph 205.

206. The allegations contained in paragraph 206 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

207. Mosaic admits that it required Solar Titan to submit, among other artifacts, photographs showing installation of the solar system and/or an attestation that the installation had been completed. Except as admitted, Mosaic denies the allegations of paragraph 207.

208. The allegations contained in the second sentence of paragraph 208 do not relate to Mosaic and no response is required. Mosaic denies the allegations that it “fail[ed] to inform consumers that they may be required to make payments to Mosaic before their systems are operational.” To the extent a further response is required, the allegations are denied for lack of knowledge or information.

209. In response to paragraph 209, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

210. Mosaic admits that the allegations of paragraph 210 refer to a term, “Milestones” in a written agreement, the “Merchant Agreement” referenced in paragraph 150 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 150 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 210.

211. Mosaic denies the allegations of paragraph 211.

212. In response to paragraph 212, Mosaic states that it became aware of inquiries from borrowers who were Solar Titan customers and responded to those inquiries. Except as stated, Mosaic denies the allegations of this paragraph.

213. Mosaic admits that Titan, as the installer, was in the best position to address issues regarding solar systems it installed. Mosaic states further that each borrower's circumstances were unique, and it is not possible to generalize when describing borrower inquiries or responses. Except as stated, Mosaic denies the allegations of this paragraph.

214. Mosaic denies the allegations of paragraph 214.

215. In response to paragraph 215, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

216. In response to paragraph 216, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

217. In response to paragraph 217, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

218. Mosaic denies the allegations of paragraph 218.

219. Mosaic denies the allegations of paragraph 219.

220. Mosaic denies the allegations of paragraph 220.

221. Mosaic admits that the allegations of paragraph 221 refer to a written agreement, the "Merchant Agreement" referenced in paragraph 150 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 150 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 221.

222. Mosaic admits that the allegations of paragraph 222 refer to a written agreement, the "Merchant Agreement" referenced in paragraph 150 of the SAC. Mosaic repeats, realleges,

and incorporates by reference its answer to paragraph 150 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 222.

223. Mosaic admits that the allegations of paragraph 223 refer to a written agreement, the “Merchant Agreement” referenced in paragraph 150 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 150 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 223.

224. Mosaic admits that the allegations of paragraph 224 refer to a written agreement, the “Merchant Agreement” referenced in paragraph 150 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 150 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 224.

225. Mosaic admits the allegations of the second sentence of paragraph 225. Except as admitted, Mosaic denies the allegations of paragraph 225.

226. Mosaic admits that the allegations of paragraph 226 refer to a written agreement, the “Mosaic Participant Agreement” referenced in paragraph 222 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 222 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 226.

227. Mosaic admits that the allegations of paragraph 227 refer to a written agreement, the “Mosaic Participant Agreement” referenced in paragraph 222 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 222 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 227.

228. Mosaic admits that the allegations of paragraph 228 refer to a written agreement, the “Mosaic Participant Agreement” referenced in paragraph 222 of the SAC. Mosaic repeats,

realleges, and incorporates by reference its answer to paragraph 222 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 228.

229. Mosaic admits that the allegations of paragraph 229 refer to a written agreement, the “Mosaic Participant Agreement” referenced in paragraph 222 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 222 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 229.

230. Mosaic denies the allegations of the first sentence of paragraph 230. Mosaic admits that the allegations of paragraph 230 refer to a written agreement, the “Mosaic Participant Agreement” referenced in paragraph 222 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 222 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 230.

231. Mosaic admits that the allegations of paragraph 231 refer to a written agreement, the “Mosaic Participant Agreement” referenced in paragraph 222 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 222 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 231.

232. Mosaic admits that the allegations of paragraph 232 refer to a written agreement, the “Mosaic Participant Agreement” referenced in paragraph 222 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 222 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 232.

233. Mosaic admits that the allegations of paragraph 233 refer to a written agreement, the “Mosaic Participant Agreement” referenced in paragraph 222 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 222 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 233.



234. Mosaic admits that the allegations of paragraph 234 refer to a written agreement, the “Mosaic Participant Agreement” referenced in paragraph 222 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 222 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 234.

235. Mosaic denies the allegations of paragraph 235.

236. Mosaic denies the allegations of paragraph 236.

237. In response to paragraph 237, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

238. The allegations contained in paragraph 238 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

239. The allegations contained in paragraph 239 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

240. Mosaic denies the allegations of paragraph 240.

241. Mosaic denies the allegations of paragraph 241.

242. Mosaic denies the allegations of paragraph 242.

243. Mosaic denies the allegations of paragraph 243.

244. The allegations contained in paragraph 244 about Solar Titan do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information. Mosaic denies the remaining allegations of paragraph 244.

245. In response to paragraph 245, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

246. In response to paragraph 246, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

247. The allegations contained in paragraph 247 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

248. The allegations contained in paragraph 248 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

249. The allegations contained in paragraph 249 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

250. The allegations contained in paragraph 250 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

251. The allegations contained in paragraph 251 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

252. The allegations contained in paragraph 252 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

253. The allegations contained in paragraph 253 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

254. The allegations contained in paragraph 254 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

255. The allegations contained in paragraph 255 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

256. The allegations contained in paragraph 256 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

257. The allegations contained in paragraph 257 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

258. Mosaic admits that a Mr. Snow took out a Mosaic loan. Except as stated, the allegations are denied for lack of knowledge or information.

259. The allegations contained in paragraph 259 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

260. The allegations contained in paragraph 260 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

261. The allegations contained in paragraph 261 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

262. The allegations contained in paragraph 262 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

263. The allegations contained in paragraph 263 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

264. The allegations contained in paragraph 264 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

265. The allegations contained in paragraph 265 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

266. The allegations contained in paragraph 266 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

267. The allegations contained in paragraph 267 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

268. The allegations contained in paragraph 268 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

269. The allegations contained in paragraph 269 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

270. The allegations contained in paragraph 270 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

271. The allegations contained in paragraph 271 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

272. The allegations contained in paragraph 272 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

273. The allegations contained in paragraph 273 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

274. The allegations contained in paragraph 274 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

275. The allegations contained in paragraph 275 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

276. The allegations contained in paragraph 276 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

277. The allegations contained in paragraph 277 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

278. Mosaic denies the allegations for lack of knowledge or information.

279. The allegations contained in paragraph 279 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

280. The allegations contained in the first sentence of paragraph 280 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

281. The allegations contained in paragraph 281 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

282. The allegations contained in paragraph 282 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

283. The allegations contained in paragraph 283 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

284. The allegations contained in paragraph 284 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

285. Mosaic admits that borrowers whose loans have not been cancelled or paid in full continue to receive periodic statements.

286. Mosaic admits that the allegations of paragraph 286 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC, which is not Mr. Ochsner’s loan agreement. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 286.

287. Mosaic admits that a scheduled ACH payment was processed in May 2022, and that the amount drawn was subsequently returned to Mr. Ochsner. Except as admitted, Mosaic denies the allegations of paragraph 287.

288. Mosaic denies the allegations of paragraph 288.

289. Mosaic admits scheduled ACH payments were processed in June 2022 and July 2022 and that the amounts drawn were subsequently returned to Mr. Ochsner. Except as admitted, Mosaic denies the allegations of paragraph 289.

290. Mosaic admits that all payments made by Mr. Ochsner were refunded and returned to him. Except as admitted, Mosaic denies the allegations of paragraph 290.

291. The allegations contained in paragraph 291 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

292. The allegations contained in paragraph 292 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

293. The allegations contained in the first sentence of paragraph 293 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations of paragraph 293 are denied for lack of knowledge or information.

294. Mosaic denies the allegations for lack of knowledge or information.

295. Mosaic denies the allegations for lack of knowledge or information.

296. Mosaic denies the allegations for lack of knowledge or information.

297. The allegations contained in paragraph 297 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

298. The allegations contained in paragraph 298 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

299. The allegations contained in paragraph 299 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.



300. The allegations contained in paragraph 300 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

301. The allegations contained in paragraph 301 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

302. The allegations contained in paragraph 302 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

303. In response to paragraph 303, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

304. The allegations contained in paragraph 304 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

305. The allegations contained in paragraph 305 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

306. The allegations contained in paragraph 306 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

307. The allegations contained in paragraph 307 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

308. The allegations contained in paragraph 308 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

309. The allegations contained in paragraph 309 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

310. The allegations contained in paragraph 310 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

311. The allegations contained in paragraph 311 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

312. The allegations contained in paragraph 312 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

313. The allegations contained in paragraph 313 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

314. The allegations contained in paragraph 314 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

315. The allegations contained in paragraph 315 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

316. The allegations contained in paragraph 316 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

317. The allegations contained in paragraph 317 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

318. The allegations contained in paragraph 318 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

319. The allegations contained in paragraph 319 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

320. The allegations contained in paragraph 320 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

321. The allegations contained in paragraph 321 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

322. The allegations contained in paragraph 322 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

323. The allegations contained in paragraph 323 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

324. The allegations contained in paragraph 324 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

325. The allegations contained in paragraph 325 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

326. The allegations contained in paragraph 326 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

327. The allegations contained in paragraph 327 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

328. The allegations contained in paragraph 328 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

329. The allegations contained in paragraph 329 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

330. The allegations contained in paragraph 330 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

331. The allegations contained in paragraph 331 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

332. The allegations contained in paragraph 332 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

333. The allegations contained in paragraph 333 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

334. The allegations contained in paragraph 334 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

335. The allegations contained in paragraph 335 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

336. The allegations contained in paragraph 336 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

337. The allegations contained in paragraph 337 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

338. The allegations contained in paragraph 338 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

339. The allegations contained in paragraph 339 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

340. The allegations contained in paragraph 340 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

341. The allegations contained in paragraph 341 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

342. The allegations contained in paragraph 342 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

343. The allegations contained in paragraph 343 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

344. The allegations contained in paragraph 344 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

345. The allegations contained in paragraph 345 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

346. The allegations contained in paragraph 346 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

347. The allegations contained in paragraph 347 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

348. The allegations contained in paragraph 348 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

349. The allegations contained in paragraph 349 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

350. The allegations contained in paragraph 350 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

351. The allegations contained in paragraph 351 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

352. The allegations contained in paragraph 352 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

353. The allegations contained in paragraph 353 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

354. The allegations contained in paragraph 354 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

355. The allegations contained in paragraph 355 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.



356. The allegations contained in paragraph 356 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

357. The allegations contained in paragraph 357 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

358. The allegations contained in paragraph 358 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

359. The allegations contained in paragraph 359 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

360. The allegations contained in paragraph 360 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

361. The allegations contained in paragraph 361 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

362. The allegations contained in paragraph 362 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

363. The allegations contained in paragraph 363 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

364. The allegations contained in paragraph 364 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

365. The allegations contained in paragraph 365 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

366. The allegations contained in paragraph 366 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

367. The allegations contained in paragraph 367 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

368. The allegations contained in paragraph 368 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

369. The allegations contained in paragraph 369 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

370. The allegations contained in paragraph 370 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

371. The allegations contained in paragraph 371 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

372. The allegations contained in paragraph 372 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

373. The allegations contained in paragraph 373 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

374. The allegations contained in paragraph 374 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

375. The allegations contained in paragraph 375 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

376. The allegations contained in paragraph 376 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

377. The allegations contained in paragraph 377 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

378. Mosaic denies the allegations of paragraph 378.

379. Mosaic denies that Solar Titan routinely received loan funds from Mosaic before a borrower's statutory right to cancellation period lapsed. The remaining allegations contained in paragraph 379 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

380. The allegations contained in paragraph 380 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

381. The allegations contained in paragraph 381 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

382. The allegations contained in the first sentence of paragraph 382 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information. Except as stated, Mosaic denies the allegations of paragraph 382.

383. The allegations contained in paragraph 383 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

384. The allegations contained in paragraph 384 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

385. With respect to the reference to “Mosaic Agreement” defined in paragraph 161 of the SAC, Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. In further response, Mosaic states that each homeowner seeking to cancel their contract with Solar Titan after the statutory cancellation period was a unique situation. Mosaic denies that it failed to honor any timely borrower cancellation of the loan agreement. Mosaic admits that if a borrower notified Mosaic of a cancellation after the statutory right to cancel had lapsed and after a loan had been partially funded, Mosaic sought Solar Titan’s confirmation of cancellation. The allegations contained in the second sentence of paragraph 385 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information. Except as stated, Mosaic denies the allegations of paragraph 385.

386. The allegations contained in paragraph 386 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

387. The allegations contained in paragraph 387 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

388. The allegations contained in paragraph 388 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

389. The allegations contained in paragraph 389 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

390. The allegations contained in paragraph 390 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

391. The allegations contained in paragraph 391 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

392. The allegations contained in paragraph 392 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

393. The allegations contained in paragraph 393 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

394. The allegations contained in paragraph 394 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

395. The allegations contained in paragraph 395 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

396. The allegations contained in paragraph 396 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

397. Mosaic repeats, realleges, and incorporates by reference paragraphs 1 through 396 above, and all paragraphs in answer to the paragraphs in Counts II, III, IV, V, VI, and VII of the SAC as though fully set forth herein.

398. In response to paragraph 398 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

399. In response to paragraph 399 of the SAC, Mosaic states that this is a legal conclusion or calls for the application of law to fact, which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

400. In response to paragraph 400 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

401. The allegations contained in paragraph 401 do not relate to Mosaic and no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph.

402. In response to paragraph 402 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

403. In response to paragraph 403 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

404. In response to paragraph 404 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

405. Mosaic denies the allegations of paragraph 405.

406. Mosaic denies the allegations of paragraph 406.

407. Mosaic denies the allegations of paragraph 407.

408. Mosaic denies the allegations of paragraph 408.

409. Mosaic denies the allegations of paragraph 409.

410. Mosaic denies the allegations of paragraph 410.

411. Mosaic denies the allegations of paragraph 411.

412. Mosaic denies the allegations of paragraph 412.

413. Mosaic denies the allegations of paragraph 413.

414. Mosaic denies the allegations of paragraph 414.

415. Mosaic admits that the allegations of paragraph 415 refer to written agreements, the contents of which speak for themselves. Mosaic provided all cancellation notices required by law. Except as admitted, Mosaic denies the allegations of paragraph 415.

416. Mosaic denies the allegations of paragraph 416.

417. In response to paragraph 417 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.



418. Mosaic denies the allegations of paragraph 418.

419. In response to paragraph 419 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

420. In response to paragraph 420 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies that it failed to cancel any loan properly and denies the remaining allegations of this paragraph.

421. In response to paragraph 421 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

422. The allegations contained in paragraph 422 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

423. Mosaic admits that the allegations of paragraph 423 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 423.

424. Mosaic admits that the allegations of paragraph 424 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 424.

425. Mosaic admits that the allegations of paragraph 425 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 425.

426. Mosaic denies the allegations of paragraph 426.

427. In response to paragraph 427 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

428. In response to paragraph 428 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

429. The allegations contained in paragraph 429 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

430. Mosaic denies the allegations of paragraph 430.

431. In response to paragraph 431 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

432. Mosaic admits that the allegations of paragraph 432 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 432.

433. The allegations contained in paragraph 433 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

434. The allegations contained in paragraph 434 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

435. Mosaic denies the allegations of paragraph 435.

436. In response to paragraph 436 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

437. Mosaic admits that it provides its borrowers with all required disclosures (including the Holder Rule Notice) and a loan agreement for review and approval by the borrower in connection with each transaction. Mosaic states that the loan agreement and disclosures provided therewith provide the borrower with a description of the loan, the customer's obligations thereunder and all information required to be disclosed under applicable law. Mosaic objects to the term "agreements" as vague and ambiguous and states that each loan agreement and disclosures provided therewith speak for themselves. Except as so admitted, Mosaic denies the remaining allegations of this paragraph for lack of knowledge or information.

438. In response to paragraph 438 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

439. In response to paragraph 439 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

440. In response to paragraph 440 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

441. In response to paragraph 441 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

442. Mosaic admits that the allegations of paragraph 442 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 442.

443. In response to paragraph 443 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

444. Mosaic denies the allegations of paragraph 444.

445. In response to paragraph 445 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

446. Mosaic admits that the allegations of paragraph 446 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges,

and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 446.

447. In response to paragraph 447 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

448. In response to paragraph 448 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

449. Mosaic admits that the allegations of paragraph 449 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 449.

450. In response to paragraph 450 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

451. The allegations contained in paragraph 451 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

452. In response to paragraph 452 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

453. In response to paragraph 453 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

454. In response to paragraph 454 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

455. The allegations contained in paragraph 455 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

456. In response to paragraph 456 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

457. Mosaic admits that the allegations of paragraph 457 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 457.

458. Mosaic denies the allegations of paragraph 458.

459. Mosaic denies the allegations of paragraph 459.

460. In response to paragraph 460 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph.

461. In response to paragraph 461 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

462. Mosaic denies the allegations of paragraph 462.

463. In response to paragraph 463 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

464. In response to paragraph 464 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

465. Mosaic admits that the allegations of paragraph 465 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 465.

466. In response to paragraph 466 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

467. In response to paragraph 467 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

468. The allegations contained in paragraph 468 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

469. In response to paragraph 469 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

470. Mosaic denies the allegations of paragraph 470.

471. In response to paragraph 471 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

472. In response to paragraph 472 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

473. Mosaic denies the allegations of paragraph 473.

474. In response to paragraph 474 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

475. In response to paragraph 475 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

476. In response to paragraph 476 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

477. In response to paragraph 477 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.



478. In response to paragraph 478 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

479. The allegations contained in paragraph 479 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

480. Mosaic admits that it provides its borrowers with all required disclosures (including payment terms) and a loan agreement for review and approval by the borrower in connection with each transaction. Mosaic states that the loan agreement and disclosures provided therewith provide the borrower with a description of the loan, the customer's obligations thereunder and all information required to be disclosed under applicable law. Mosaic objects to the term "loan" as vague and ambiguous and states that each loan agreement and disclosures provided therewith speak for themselves. Except as so admitted, Mosaic denies the remaining allegations of this paragraph for lack of knowledge or information.

481. In response to paragraph 481 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

482. The allegations contained in paragraph 482 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

483. In response to paragraph 483 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

484. Mosaic denies the allegations of paragraph 484.

485. In response to paragraph 485 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

486. In response to paragraph 486 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

487. In response to paragraph 487 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

488. In response to paragraph 488 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

489. The allegations contained in paragraph 489 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

490. In response to paragraph 490 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

491. In response to paragraph 491 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

492. Mosaic admits that it has solar loan products in addition to PowerSwitch Choice. Except as admitted, Mosaic denies the remaining allegations of this paragraph.

493. Mosaic denies the allegations of paragraph 493.

494. In response to paragraph 494 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

495. The allegations contained in paragraph 495 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

496. Mosaic denies the allegations of paragraph 496.

497. Mosaic admits that the allegations of paragraph 497 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 497.

498. Mosaic admits that the allegations of paragraph 498 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 498.

499. Mosaic admits that the allegations of paragraph 499 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 499.

500. Mosaic denies the allegations of paragraph 500.

501. Mosaic denies the allegations of paragraph 501.

502. Mosaic denies the allegations of paragraph 502.

503. In response to paragraph 503 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

504. In response to paragraph 504 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

505. Mosaic denies the allegations of paragraph 505.

506. In response to paragraph 506 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

507. Mosaic denies the allegations of paragraph 507.

508. Mosaic denies the allegations of paragraph 508.

509. Mosaic denies the allegations of paragraph 509.

510. In response to paragraph 510 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

511. Mosaic denies the allegations of paragraph 511.

512. Mosaic denies the allegations of paragraph 512.

513. In response to paragraph 513 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

514. In response to paragraph 514 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

515. Mosaic denies the allegations of paragraph 515.

516. Mosaic denies the allegations of paragraph 516.

517. Mosaic denies the allegations of paragraph 517.

518. Mosaic denies the allegations of paragraph 518.

519. In response to paragraph 519 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

520. In response to paragraph 520 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

521. In response to paragraph 521 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

522. In response to paragraph 522 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

523. In response to paragraph 523 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

524. In response to paragraph 524 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

525. Mosaic repeats, realleges, and incorporates by reference paragraphs 1 through 524 above, as though fully set forth herein.

526. In response to the allegations in paragraph 526, Mosaic states that this is a legal conclusion to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph.

527. In response to the allegations in paragraph 527, Mosaic states that this is a legal conclusion to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph.

528. In response to the allegations in paragraph 528, Mosaic states that this is a legal conclusion or calls for the application of law to fact, to which no response is required.

529. In response to the allegations in paragraph 529, Mosaic states that this is a legal conclusion or calls for the application of law to fact to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph and states that its disclosures complied with applicable law.

530. In response to the allegations in paragraph 530, Mosaic states that this is a legal conclusion or calls for the application of law to fact to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph and states that its disclosures complied with applicable law.

531. In response to the allegations in paragraph 531, Mosaic states that this is a legal conclusion or calls for the application of law to fact to which no response is required. To the

extent a response is required, Mosaic denies the allegations of this paragraph and states that its disclosures complied with applicable law.

532. In response to the allegations in paragraph 532, Mosaic states that this is a legal conclusion or calls for the application of law to fact to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph and states that its disclosures complied with applicable law.

533. In response to the allegations in paragraph 533, Mosaic states that this is a legal conclusion or calls for the application of law to fact to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph and states that its disclosures complied with applicable law.

534. In response to the allegations in paragraph 534, Mosaic states that this is a legal conclusion or calls for the application of law to fact to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph and states that its disclosures complied with applicable law.

535. Mosaic admits that the Mosaic loan agreements and related disclosures are initially provided electronically to consumers. Mosaic further admits that the allegations of paragraph 535 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 535.

536. In response to the allegations in paragraph 536, the allegations call for a legal conclusion or calls for the application of law to fact to which no response is required. To the

extent a response is required, Mosaic denies the allegations of this paragraph and states that its disclosures complied with applicable law.

537. In response to the allegations in paragraph 537, the allegations call for a legal conclusion or calls for the application of law to fact to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph and states that its disclosures complied with applicable law.

538. In response to the allegations in paragraph 538, the allegations call for a legal conclusion or calls for the application of law to fact to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph and states that its disclosures complied with applicable law.

539. Mosaic denies the allegations of paragraph 539.

540. Mosaic admits that the allegations of paragraph 540 refer to a written agreement, the “Merchant Agreement” referenced in paragraph 150 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 150 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 540.

541. Mosaic admits that the allegations of paragraph 541 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 541.

542. Mosaic admits that the allegations of paragraph 542 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 542.



543. Mosaic admits that the allegations of paragraph 543 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 543.

544. Mosaic denies the allegations of paragraph 544.

545. Mosaic denies the allegations of paragraph 545.

546. Mosaic denies the allegations of paragraph 546.

547. In response to the allegations in Paragraph 547, the allegations call for a legal conclusion or calls for the application of law to fact to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph.

548. Mosaic denies the allegations in paragraph 548.

549. The allegations contained in paragraph 549 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

550. Mosaic denies the allegations of paragraph 550.

551. Mosaic denies the allegations in paragraph 551.

552. In response to the allegations in paragraph 552, the allegations call for a legal conclusion or calls for the application of law to fact to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph.

553. Mosaic repeats, realleges, and incorporates by reference paragraphs 478 through 483 above, as though fully set forth herein. In response to the allegations in paragraph 553, Mosaic states that this is a legal conclusion to which no response is required. To the extent a response is required, Mosaic denies the allegations of this paragraph.

554. Mosaic repeats, realleges, and incorporates by reference paragraphs 1 through 553 above, as though fully set forth herein.

555. The allegations contained in paragraph 555 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

556. The allegations contained in paragraph 556 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

557. The allegations contained in paragraph 557 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

558. The allegations contained in paragraph 558 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

559. The allegations contained in paragraph 559 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

560. The allegations contained in paragraph 560 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

561. The allegations contained in paragraph 561 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

562. The allegations contained in paragraph 562 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

563. In response to paragraph 563 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

564. The allegations contained in paragraph 564 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

565. The allegations contained in paragraph 565 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

566. In response to paragraph 566 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

567. Mosaic repeats, realleges, and incorporates by reference paragraphs 1 through 566 and its answers to Counts 5, 6, and 7 of the SAC, as though fully set forth herein.

568. In response to paragraph 568 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

569. In response to paragraph 569 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

570. The allegations contained in paragraph 570 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

571. In response to paragraph 571 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

572. In response to paragraph 572 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

573. In response to paragraph 573 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

574. The allegations contained in paragraph 574 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

575. The allegations contained in paragraph 575 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

576. The allegations contained in paragraph 576 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

577. The allegations contained in paragraph 577 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

578. The allegations contained in paragraph 578 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

579. The allegations contained in paragraph 579 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

580. The allegations contained in paragraph 580 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

581. The allegations contained in paragraph 581 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

582. The allegations contained in paragraph 582 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

583. The allegations contained in paragraph 583 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

584. The allegations contained in paragraph 584 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

585. The allegations contained in paragraph 585 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

586. The allegations contained in paragraph 586 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

587. The allegations contained in paragraph 587 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

588. The allegations contained in paragraph 588 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

589. The allegations contained in paragraph 589 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

590. The allegations contained in paragraph 590 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

591. The allegations contained in paragraph 591 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

592. The allegations contained in paragraph 592 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

593. The allegations contained in paragraph 593 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

594. The allegations contained in paragraph 594 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

595. The allegations contained in paragraph 595 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

596. The allegations contained in paragraph 596 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

597. In response to paragraph 597 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic realleges and incorporates its answer to Count I of the SAC as if fully stated herein and denies the remaining allegations of this paragraph.

598. Mosaic denies the allegations of paragraph 598.

599. Mosaic denies the allegations of paragraph 599.

600. In response to paragraph 600 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

601. In response to paragraph 601 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

602. Mosaic admits that the allegations of paragraph 602 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 602.

603. In response to paragraph 603 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

604. In response to paragraph 604 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

605. In response to paragraph 605 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

606. In response to paragraph 606 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.



607. Mosaic repeats, realleges, and incorporates by reference paragraphs 1 through 606, above, and its answers to Counts 6 and 7 of the SAC, as though fully set forth herein.

608. In response to paragraph 608 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

609. In response to paragraph 609 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

610. In response to paragraph 610 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

611. In response to paragraph 611 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

612. The allegations contained in paragraph 612 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

613. The allegations contained in paragraph 613 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

614. The allegations contained in paragraph 614 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

615. The allegations contained in paragraph 615 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

616. The allegations contained in paragraph 616 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

617. The allegations contained in paragraph 617 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

618. The allegations contained in paragraph 618 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

619. The allegations contained in paragraph 619 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

620. The allegations contained in paragraph 620 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

621. The allegations contained in paragraph 621 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

622. The allegations contained in paragraph 622 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

623. The allegations contained in paragraph 623 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

624. The allegations contained in paragraph 624 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

625. The allegations contained in paragraph 625 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

626. The allegations contained in paragraph 626 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

627. The allegations contained in paragraph 627 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

628. The allegations contained in paragraph 628 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

629. The allegations contained in paragraph 629 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

630. The allegations contained in paragraph 630 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

631. In response to paragraph 631 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

632. In response to paragraph 632 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

633. In response to paragraph 633 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

634. In response to paragraph 634 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

635. In response to paragraph 635 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

636. In response to paragraph 636 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

637. In response to paragraph 637 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

638. In response to paragraph 638 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

639. Mosaic repeats, realleges, and incorporates by reference paragraphs 1 through 638 and all paragraphs in answer to Count 7 of the SAC, above, as though fully set forth herein.

640. The allegations contained in paragraph 640 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

641. In response to paragraph 641 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

642. In response to paragraph 642 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

643. In response to paragraph 643 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

644. In response to paragraph 644 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

645. The allegations contained in paragraph 645 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

646. The allegations contained in paragraph 646 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

647. The allegations contained in paragraph 647 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

648. In response to paragraph 648, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the allegations of this paragraph. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 648.

649. Mosaic admits that the allegations of paragraph 649 refer to a written agreement, the "Mosaic Agreement" referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 649.

650. Mosaic admits that the allegations of paragraph 650 refer to a written agreement, the "Mosaic Agreement" referenced in paragraph 161 of the SAC. Mosaic repeats, realleges,

and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 650.

651. In response to paragraph 651 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

652. In response to paragraph 652 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

653. The allegations contained in paragraph 653 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

654. Mosaic admits that the allegations of paragraph 654 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 654.

655. The allegations contained in paragraph 655 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

656. In response to paragraph 656 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

657. In response to paragraph 657 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

658. Mosaic admits that the allegations of paragraph 658 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 658.

659. Mosaic admits that the allegations of paragraph 659 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 659.

660. In response to paragraph 660 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

661. In response to paragraph 661 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

662. In response to paragraph 662 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

663. In response to paragraph 663 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.



664. In response to paragraph 664 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

665. The allegations contained in paragraph 665 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

666. The allegations contained in paragraph 666 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

667. The allegations contained in paragraph 667 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

668. Mosaic repeats, realleges, and incorporates by reference paragraphs 1 through 667 above, as though fully set forth herein.

669. The allegations contained in paragraph 669 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

670. In response to paragraph 670 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

671. In response to paragraph 671 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

672. In response to paragraph 672 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

673. In response to paragraph 673 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

674. In response to paragraph 674 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

675. In response to paragraph 675 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

676. In response to paragraph 676 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

677. In response to paragraph 677 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

678. In response to paragraph 678 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

679. In response to paragraph 679 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

680. In response to paragraph 680 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

681. In response to paragraph 681 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

682. In response to paragraph 682 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

683. The allegations contained in paragraph 683 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

684. The allegations contained in paragraph 684 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

685. The allegations contained in paragraph 685 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

686. The allegations contained in paragraph 686 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

687. The allegations contained in paragraph 687 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

688. In response to paragraph 688 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

689. Mosaic admits that the allegations of paragraph 689 refer to a written agreement, the “Mosaic Agreement” referenced in paragraph 161 of the SAC. Mosaic repeats, realleges, and incorporates by reference its answer to paragraph 161 above, as though fully set forth herein. Except as admitted, Mosaic denies the allegations of paragraph 689.

690. In response to paragraph 690 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

691. In response to paragraph 691 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

692. In response to paragraph 692 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

693. In response to paragraph 693 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

694. In response to paragraph 694 of the SAC, Mosaic states that this is a legal conclusion which is not subject to admission or denial. To the extent a response is required, Mosaic denies the remaining allegations of this paragraph.

695. Mosaic repeats, realleges, and incorporates by reference paragraphs 1 through 694 above, as though fully set forth herein.

696. The allegations contained in paragraph 696 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

697. The allegations contained in paragraph 697 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

698. The allegations contained in paragraph 698 do not relate to Mosaic and no response is required. To the extent a further response is required, the allegations are denied for lack of knowledge or information.

#### **ADDITIONAL DEFENSES**

Without admitting any of the allegations of the Second Amended Complaint, and without admitting or acknowledging that Mosaic bears any burden of proof as to any of them, Mosaic asserts the following defenses. Mosaic intends to rely upon any additional defenses that become available or apparent during pretrial proceedings and discovery and at trial according to proof in this action and reserves the right to amend this Answer to assert all such further defenses.

### **FIRST ADDITIONAL DEFENSE**

The Second Amended Complaint fails to the extent it does not set forth facts sufficient to state a cause of action upon which relief may be granted against Mosaic and further fails to state facts sufficient to entitle Plaintiffs to the relief sought or to any other relief from Mosaic. To the extent that they are not otherwise incorporated herein, Mosaic incorporates the defenses and arguments raised in its motion to dismiss and associated briefing.

### **SECOND ADDITIONAL DEFENSE**

The Court lacks personal jurisdiction over Mosaic with respect to all claims asserted by or on behalf of the Commonwealth of Kentucky and with respect to any transaction or conduct that occurred outside the state of Tennessee.

### **THIRD ADDITIONAL DEFENSE**

Venue is improper with respect to all claims asserted by or on behalf of the Commonwealth of Kentucky.

### **FOURTH ADDITIONAL DEFENSE**

Plaintiffs' claims fail to the extent that they rely upon claims or defenses available to individual borrowers under those borrowers' private contract rights. Plaintiffs do not have the power or right to assert such claims or defenses, but to the extent that Plaintiffs rely on the Holder Rule language in borrowers' loan agreements with Mosaic to assert claims against Mosaic, Plaintiffs are subject to the same elements, limitations and defenses as each individual borrower would be in asserting such claim and defense, including but not limited to res judicata or claim preclusion, judicial estoppel, lack of standing where a borrower has filed for bankruptcy and a bankruptcy estate owns such claims, accord and satisfaction, arbitration and award, lack of

reasonable reliance, lack of causation, ratification, equitable estoppel, voluntary payment doctrine, offset, failure to mitigate or refusal to cooperate in remediation, release and waiver.

#### **FIFTH ADDITIONAL DEFENSE**

Any liability award in favor of Plaintiffs and against Mosaic is subject to a set off by the amount of any damages or settlement amounts recovered by Plaintiffs or by Mosaic borrowers with respect to the same alleged damages. Mosaic is also entitled to have any damages that may be awarded to Plaintiffs reduced by the value of any benefit or payment to Plaintiffs or to Mosaic borrowers from any collateral source, including but not limited to the value of the solar system installed on a borrower's property.

#### **SIXTH ADDITIONAL DEFENSE**

Plaintiffs' claims fail to the extent that any purported damages, fines or other remedies sought, which Mosaic continues to deny are proper, were the result of acts or omissions of third persons (including but not limited to other defendants in this action) over whom Mosaic had neither control nor responsibility. Without limiting the foregoing, neither Solar Titan nor its employees, owners or representatives were acting as Mosaic's agents nor were they authorized to do so and Mosaic did not ratify any actions of those persons.

#### **SEVENTH ADDITIONAL DEFENSE**

Plaintiffs cannot recover from Mosaic for statutory or punitive damages (or any other penalty or fine) in the sums sought nor can Plaintiffs seek rescission of loan transactions because any such award would be impermissible under the Due Process Clause of the Fifth and Fourteenth Amendments to the United States Constitution, and the Excessive Fines Clause of the Eighth Amendment to the United States Constitution, Sections 2 and 17 of the Kentucky Constitution and Article I, Sections 8 and 16 of the Tennessee Constitution, especially given the gross disparity

between any harm and the remedies sought in the Second Amended Complaint. Without limiting the forgoing, due process requires that Mosaic have fair notice that specific conduct may subject it to penalties or punitive damages awards.

#### **EIGHTH ADDITIONAL DEFENSE**

The Second Amended Complaint fails to the extent the claims asserted therein are barred, in whole or part, by the applicable statute of limitations. This includes, but is not limited to, the one-year statute of limitations under 15 U.S.C. § 1640.

#### **NINTH ADDITIONAL DEFENSE**

Count II of the Second Amended Complaint and any other claim based on an alleged violation of the Truth in Lending Act or Regulation Z is barred by 15 U.S.C. § 1640(f).

#### **TENTH ADDITIONAL DEFENSE**

Plaintiffs' claims are barred because Plaintiffs' claims have no extraterritorial application, and Plaintiffs have failed to allege sufficiently any act occurring in or directed at Plaintiffs with respect to any loan originated outside of Tennessee or Kentucky, respectively.

#### **ELEVENTH ADDITIONAL DEFENSE**

The statutory schemes that Plaintiffs seek to enforce, as well as the manner of enforcement, violate the Commerce Clause, Due Process Clause and Full Faith and Credit Clause of the United States Constitution, Section 2 of the Kentucky Constitution and Article I, Section 8 of the Tennessee Constitution. Without limiting the forgoing, the attempt to enforce and apply Tennessee law extraterritorially violates the United States Constitution and the laws of Tennessee, Alabama, Georgia, North and South Carolina.



### **TWELFTH ADDITIONAL DEFENSE**

Plaintiffs have no authority, power or standing to bring claims based on loans (or other transactions) made in any other state, including but not limited to Alabama, Georgia, North Carolina or South Carolina. Plaintiffs have no statutory basis under the Consumer Financial Protection Act or the Truth in Lending Act to assert claims based on loans originated outside of their respective jurisdictions or on behalf of residents of other states. The Kentucky Consumer Protection Act and the Kentucky Home Solicitation Sales Act do not and cannot apply to loans entered into outside of the Commonwealth of Kentucky or to loans or sales to residents of other states. The Tennessee Consumer Protection Act and the Tennessee Homes Solicitation Sales Act do not and cannot apply to loans entered into outside the state of Tennessee or to loans or sales to residents of other states. The sovereignty and jurisdiction of Tennessee and Kentucky are coextensive with their respective boundaries (except with respect to any places ceded to the United States) just as the states of Alabama, Georgia, North and South Carolina have sovereignty and jurisdiction over their respective territories.

### **THIRTEENTH ADDITIONAL DEFENSE**

Plaintiffs are not entitled to any relief in the form of restitution or rescission because they cannot restore the status quo ante.

### **FOURTEENTH ADDITIONAL DEFENSE**

Plaintiffs' claims for relief are barred, in whole or in part, based on the principles of equity. Without limiting the forgoing, Plaintiffs' claims are barred by laches, waiver and estoppel.

### **FIFTEENTH ADDITIONAL DEFENSE**

Counts IV – VII of the Second Amended Complaint (the state statutory claims) are barred to the extent that they are preempted by federal law, including but not limited to TILA, Regulation Z, the E-Sign Act and 16 C.F.R. § 429.1.

### **SIXTEENTH ADDITIONAL DEFENSE**

Mosaic is not liable because it operated in compliance with applicable law and acted in good faith.

### **SEVENTEENTH ADDITIONAL DEFENSE**

Plaintiffs are not entitled to rescission of any loan agreement under the causes of action pled in the Second Amended Complaint. Without limiting this defense, rescission is not authorized by the statutes under which Counts 1-2 and 4-7 are brought and is an inherently individualized remedy and therefore not available to Plaintiffs. Plaintiffs are not entitled to any remedy not authorized by the statutes under which claims have been brought.

WHEREFORE, Mosaic requests this Court to enter a judgment:

1. Denying Plaintiffs any and all relief in this case and entering judgment in favor of Mosaic;
2. Dismissing Plaintiffs' claims in their entirety;
3. Dismissing this case with prejudice;
4. Awarding Mosaic its costs and attorneys' fees incurred in this case; and
5. Granting Mosaic all other remedies that the Court deems just and proper.

/s/ Amy P. Williams

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